

LM ENERGY AND SOFTWARE PRIVATE LIMITED

Regd. Office: G-9, Pratap Bhawan, 5 BSZ Marg, New Delhi-110002

Corp. Office: 510, 1st Floor, Udyog Vihar Ph-5, Gurgaon-122016

CIN:U74999DL2004PTC128215

TERMS & CONDITIONS

T&C mentioned here consists of General Terms & conditions ("GTC") along with "Acceptable Use Policy". The signing of Customer Acquisition Form (CAF) shall make the T&C mentioned herein binding on the subscriber. In case of any inconsistencies in the constituent parts of the Agreement or disputes arising with regard to the interpretation of the terms and conditions contained in the said Agreement, the following order of precedence shall apply: (i) the CAF (ii) the SLA, if applicable and (iii) the GTC General Terms and Conditions ("GTC")

Acceptable Use Policy (AUP)

This is a policy defined by LMES & applicable to all Subscribers. This policy defines what is acceptable & what is not acceptable while using the internet. LMES reserves the right to modify the AUP from time to time in accordance with changes in regulations, guidelines or directives from the government. These changes will be binding on all LMES subscribers. From here onwards AUP has been defined as:

Governance of AUP:

1. Compliance to AUP is a contractual requirement. If Subscriber violates the terms and conditions of the AUP, his account or service is likely to be suspended or terminated without prior notice.
2. Restoration of such blocked/suspended service is solely on LMES discretion & would involve a written compliance agreement from the Subscriber and payment of administrative charges if any.
3. LMES does not exercise editorial control or review over the content of any website, electronic mail transmission, newsgroup, or other material created or accessible over or through the Service. However, LMES may remove, block, filter, or restrict by any other means any materials that, in LMES's sole discretion, may be illegal, may subject LMES to liability or may violate this AUP
4. LMES is obliged under Indian laws to provide information to Law enforcement agencies and public or government bodies that are legally authorized to obtain such information

Clauses of AUP: **The Subscriber agrees not to use the Service**

1. For sending and receiving any objectionable, obscene or unauthorized content
2. For any content, messages or communications infringing copyright, Intellectual property right and international & domestic cyber laws, in any form or inconsistent with the laws of India.
3. For hacking or gaining unauthorized access to any computer systems on the internet
4. To run any internet protocol ("IP") forging or port scanning software to deliberately affect remote machines
5. To use the Service for any anti-national activities would be construed as an offence punishable under the Indian Penal Code or other applicable law
6. To transmit any information or written, graphic or photographic material ("Material") (by uploading, posting, email or otherwise) that is unlawful, threatening, abusive, harassing, tortious,

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defamatory, obscene, pornographic, libellous, invasive of another's privacy, threatening, menacing, offensive, hateful or racially, ethnically or otherwise objectionable

7. To transmit any Material (by uploading, posting, email or otherwise) in breach of this Agreement including any Materials that you do not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
8. To transmit any Material (by uploading, posting, email or otherwise) that infringes any patent, trademark, trade secret, copyright or other intellectual property rights of any third party;
9. To transmit (by uploading, posting, email or otherwise) any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation;
10. To transmit any Material (by uploading, posting, email or otherwise) that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment.
11. To harm, or threaten to harm, minors in any way
12. To send emails from LMES Networks to recipient who do not wish to receive the emails
13. To send any emails with forged header information, nor should you attempt to impersonate any other individual or organization
14. To interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
15. To hack into the Website or any other related computer system, make excessive traffic demands, forward chain letters, surveys, contests, pyramid schemes or otherwise engage in any other behaviour that may reasonably be expected to inhibit other users from using and enjoying the Website or any other website or damage or destroy the reputation of LMES or any third party;
16. To resell or advertise to resell the Services without LMES's authorization;
17. To use the Service to send unsolicited commercial or bulk electronic mail messages to anyone
18. When you voluntarily send us electronic mail, we will keep a record of this information so that we can respond to you. We only collect information from you when you register on our site or fill out a form. Also when filling out a form on our site, you may be asked to enter your name ,email address and phone number. You may ,however ,visit our site anonymously. In case you have submitted your personal information and contact details, we reserve the rights to call, SMS, Email or Whatsapp about our product and Offers , even if your number has DND activated on it

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• GTC (General Terms & Conditions)

1. Definition

"Agreement" shall mean, unless otherwise specifically provided for, the CAF along with the GTC duly executed and accepted by the Company and Subscriber.

"Applicable Law" shall mean any law that is applicable in a particular context and includes both Central and State legislations as may be amended or repealed from time to time, including specifically the Indian Telegraph Act, 1885, The Wireless Telegraphy Act, 1933, and the Telecom Regulatory Authority of India Act, 1997, the Information Technology Act, 2000 and any administrative, judicial and quasi-judicial rulings and delegated legislation such as regulations, rules, guidelines and notifications as may be issued by the Authorities from time to time.

"Authority or Authorities" shall mean the Government of India, Ministry of Communications and Information Technology, Department of Telecommunications (DOT), Telecom Regulatory Authority of India, Telecom Dispute Settlement Appellate Tribunal, the relevant State Government, or other statutory and local authorities, tribunals etc. as the case may be.

"Business Day" shall mean everyday excluding Sundays and Company declared holidays.

"Charges" shall include all payments under the Agreement which are due and payable by the Subscriber to the Company, whether invoiced or not, inclusive of one-time, registration, testing and installation, Service Equipment and Service rental, billing, network service/feature change, transfer /shifting, reconnection, usage based charges and Security as set out in the SRF and all other fees, rates, taxes, levies, penalties and fines for and in respect of provision of the Service and chargeable Service Equipment to the Subscriber pursuant to the Subscriber applying for the Service as per the rates set out in the Tariff published by the Company from time to time or any special rates agreed to be granted by the Company, including charges for services availed through the Network on correspondent networks..

"Company or LMES" shall mean LM Energy and Software Private Limited having its registered office at G-9, Pratap Bhawan, 5 BSZ Marg, New Delhi-110002

"Confidential Information" means all information contained in any media and format, designated as such by either Party including (i) technical or business information or material; (ii) proprietary or internal information of either Party, including but not limited to samples, apparatus and equipment, business policies, Subscriber databases, developments, trade secrets, know-how and personnel information regarding third parties; (iii) information disclosed pursuant to the Agreement and (iv) all such other information which by its nature or the circumstances of its disclosure is confidential.

"Due Date" shall mean the date prescribed by Company in its invoice or statement of charges, on or by which date the Subscriber shall make payment of the Charges whether invoiced or not.

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"License" shall mean the license granted by DoT to the Company to provide and operate Internet Services. "Network" shall mean Company's telecommunications network through which Services are made available. "Party" and "Parties" shall mean, respectively, either or both of the parties to the Agreement

"Provisioning Entity" means any entity or affiliate providing a Service to Subscriber other than the Company, which may be a subcontractor of the Company, including licensed carriers or service providers in territories where the Company is not licensed to provide the Service.

"Purchase Order" ("PO") shall mean the Subscriber's documents, if any, by which the Service may be ordered from the Company.

"Security" means a cash deposit, director's guarantee, parent company guarantee, credit card payment, direct debit guarantee or bank guarantee or any other valid security or any combination of these as determined by the Company.

"Service" shall mean the Service subscribed to, by the Subscriber as indicated in the CAF.

"Service Activation Date" means, the date on which the Subscriber commences use of the Service or when the Service is activated, whichever is earlier.

"Service Equipment" means the equipment, systems, cabling and facilities provided by or on behalf of the Company at Subscriber Premises in order to make the Service available to the Subscriber.

"Service Contract Period" shall mean any person, association of persons, company, proprietary concern, partnership firm or any other entity that has subscribed for the Services under the CAF and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.

"Subscriber" shall mean any person, association of persons, company, proprietary concern, partnership firm or any other entity that has subscribed for the Services and includes their respective heirs, executors, administrators, successors, permitted assigns, holding, subsidiary and group companies and sister concerns.

"Subscriber Premise Equipment" or "Customer Premise Equipment (CPE) " means the existing equipment, systems, cabling and facilities of Subscriber or provided to the Subscriber by any third party, which is required for Service provisioning and used in conjunction with the Service Equipment in order to avail of the Service.

"Subscriber Premises" shall mean the location /or Service Installation Address of the Subscriber as provided in the SRF where the Service is provided and the Service Equipment is installed.

"Tariff" shall mean the commercial plan or tariff schedule offered by the Company, including but not limited to fees, Charges, rates and related conditions as notified and published by the Company from time to time, in respect of provisioning of the Services.

"Taxes" shall mean all taxes applicable (whether existing or new) on the Service and Service Equipment, for which the Subscriber is being charged, including but not limited to sales and service tax, VAT, withholding tax, entry tax, octroi, property tax and other applicable taxes or duties.

Scope of Service

a. Delivery of Services- the Company shall provide the Services to the Subscriber as per the CAF, subject to the provisions of Clause 3, and 12 of the Agreement and the terms of License. The Subscriber undertakes to accept and pay upon the Due Date for the said Services and chargeable Service Equipment in accordance with terms of this Agreement.

b. The Company shall use all reasonable efforts to commence delivery of the Service on the Service Activation Date, subject however to the fulfilment by the Subscriber of its obligations as detailed in

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the Agreement.

- c. The Company shall be entitled to determine the most appropriate means of providing the Service, including using a Provisioning Entity to deliver all or part of the Service and the method, technology and route of delivery of the Service to the Subscriber.
- d. The Company reserves the right to vary, modify the Service at its sole discretion for technical, business or any other reasons. If a modification to a Service has a material adverse effect on the functionality of that Service, Subscriber may notify the Company in writing of the existence and nature of such effect.
- e. The Company may at any time, substitute or change the configuration or routing of its Service Equipment used to provide the Services.
- f. The Service Equipment provided hereunder are provided on an "as is" basis and the Subscriber's use of the same is at its own risk. The Company does not make and hereby disclaims, any and all other express/implied warranties, including but not limited to warranties of merchantability/quality, fitness for a particular purpose, title and non-infringement and any warranties arising out of the course of dealing, usage or trade practice.
- g. The Company may temporarily suspend whole or part of the Service at anytime without notice, if the Network fails or requires modification or maintenance.
- h. Provision of the Service to the Subscriber shall be subject to the terms of the License and the Agreement or any other special terms and conditions of a Provisioning Entity.
- i. The Company reserves the right to use any surplus capacity in the Service Equipment or Network to provide services to any other Subscriber.

2. Service Availability

- a. Service Quality- during the Service Contract Period, the Company shall endeavour to maintain commercially acceptable levels of Service availability and ensure that the Subscriber is not prevented from making use of the Service as a result of any deficiency or problem in the Network.
- b. The Company may enter into a separate service level agreements with the Subscriber, provided that all other parameters not covered in such agreements are governed by the terms and conditions of this Agreement.
- c. Service quality, functionality, availability or reliability may be affected and the Company shall not be liable for such disruptions/ interruptions/ deficiency in case they are due to the following reasons;
 - 1. Planned repairs, modifications or maintenance

- 1. Unauthorized changes to Service Equipment or CPE made by Subscriber without notifying the Company,
- 2. Any fault in equipment other than Service Equipment or a fault arising from outside the Network,
- 3. Suspension of Service by the Company as per Clause 8,
- 4. Force Majeure Events,

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5. Any fault in or damage to Service Equipment or Network or components thereof for reasons beyond the reasonable control of the Company,
6. Refusal by Subscriber to allow testing or repair of Service or Service Equipment and use by Subscriber of the Service on an impaired basis, including refusal to allow access to Subscriber Premises to the Company personnel,
7. Failure in providing stable power and the other infrastructure required for Service Equipment and/or Subscriber Equipment,
8. Subscriber scheduled maintenance,
9. Any complaint by the Subscriber which the Company, after due investigation, finds to be without any basis.

d. The Subscriber shall pay all reasonable costs incurred by the Company in investigating and remedying any Service difficulty which is attributable to:

10. The negligence, act, omission, breach or fault of the Subscriber or its agents, or
11. The failure or malfunction of CPE that connects to the Service as and where applicable.

e. In the event of there being any deficiency in the Services or Service Equipment, the Subscriber shall within a period of seven (7) Business Days from the occurrence of the deficiency notify the Company, and thereupon the Company shall endeavour to rectify the same in a reasonable period.

f. This service is governed by the provisions of Indian Telegraph Act, 1885, Indian Wireless Telegraphy Act 1933 and Telecom Regulatory Authority of India Act 1997 as modified or replaced from time to time.

3. Representation and Warranties of Subscriber (Not Applicable for Individuals)

a. Compliance- The Subscriber warrants that it is a duly organized entity, validly existing and fully compliant with all Applicable Law.

b. Licenses & authorizations- The Subscriber warrants that it has all corporate, statutory and other authorisations, licenses and consents necessary to legally execute and perform its obligations under the Agreement and shall continue to have all such authorisations, licenses and consents as long as it avails of the Services or seeks to exercise and/or enforce any of its rights under the Agreement;

c. Subscriber Premises- The Subscriber warrants that it has full rights, title and interests in Subscriber Premises or such rights, approvals and permissions as are necessary to enable it to use the Subscriber Premises for the purpose of its business.

d. No liquidation- There are no bankruptcy, winding up or other liquidation proceedings pending or being contemplated by or against the Subscriber or threatened against the Subscriber;

e. No litigation- There are no other legal proceedings pending or contemplated by or against the Subscriber or threatened against the Subscriber, that would materially or adversely affect its ability to perform its obligations under the Agreement.

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4. Billing and payment

a. Invoices- The Company shall send bills/invoices/statement of charges (collectively the "Invoice") through post/ courier or electronic media to the Subscriber. The first bill will be sent to the installation address as given in the CAF. The subscriber can subsequently request for a change in the billing address, if required. In case, subscriber has opted for e-copy, then bill will be sent on his registered email id mentioned in CAF. No physical copy of bill be send to such subscribers. Physical bill copy will be available on demand at a nominal charge, as applicable.

b. The Company reserves the right to raise and /or collect Invoice by itself directly or through any of its nominees, agents or franchisees. The Company represents that irrespective of the agency that raises the Charges in the Invoice, once the Subscriber has paid the Charges, it shall be deemed to have been paid to the Company.

c. Payment- The Subscriber shall pay all Charges to the Company, whether invoiced or not on the Due Date. The Company's acceptance of payment from a third party other than the Subscriber shall not amount to the Company having contractually assigned, transferred or modified any of the rights or obligations of the Subscriber under this Agreement to any third party.

d. If Subscriber fails to pay the Charges in accordance with the Agreement, the Company shall be entitled, in addition to any other remedy that it might have under Applicable Law, to do one or more of the following;

1. Set off /adjust against the Security, any amounts due and payable by the Subscriber to the Company pursuant to the Agreement or any other agreement between the Parties for provision of other telecommunication services.
2. Charge interest on overdue invoices from the Due Date until payment @ 2 % per month or part thereof. Interest shall continue to accrue notwithstanding expiry or termination of the Agreement for any reason.
3. Exercise a lien over any CPE whether pursuant to the Agreement or any other agreement with the Company.
4. Suspend or terminate the Services as per the Agreement.

e. Security: Subscriber shall deposit with the Company an interest free, refundable Security in such amount(s) as may be determined by the Company from time to time. The Company reserves the right to forfeit/ adjust/ apply the said Security amount in full or part for the setting off any Charges, Taxes or such other sums/ debts due from the Subscriber to the Company at any time. Subscriber shall continue to be liable for balance amounts, if any. In such circumstances the Company shall be entitled to request that the Security be restored either to the original amount or be increased by such amounts or additional amounts as the Company may decide under the circumstances.

f. No refund: Except as may be provided in the Agreement, any and all Charges paid by Subscriber shall not be refunded by the Company under any circumstances.

g. Currency: The payment shall be made in such currency as specified in the invoice.

h. Additional services: The Subscriber shall pay the Charges for any additional Service Equipment or other services that it may require for customization or up-gradation of the Service and the Service Equipment and shall also provide such additional Security as the Company may require for the said purpose. Any such provisioning of customized or upgraded Services for the Subscriber shall not be

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deemed to constitute as a waiver of the Subscriber's obligations as per the Agreement for the Services already rendered by the Company. The Parties confirm that the provisions of the Agreement shall continue to be legal, valid and binding as regards any additional services.

i. Multiple Locations: Where the Company provides Services and /or Service Equipment at multiple locations of the Subscriber and /or associate, group, subsidiary, holding companies (collectively "Affiliates") of the Subscriber, then one of the Subscriber accounts must be designated as the "Main Account" under the Agreement and shall accept and undertake all financial responsibility for all the accounts of the Affiliates of Subscriber covered and included under the Service arrangement provided by the Company. In the event that an Affiliate account of Subscriber fails to pay the applicable Charges, Taxes or any other chargeable amounts then the Main Account shall be liable for all such Charges incurred as a result of Affiliate accounts use of Services and /or Service Equipment..

j. Suspension/ reconnection- Except for circumstances described in clause 8.13 hereunder Subscriber shall remain liable for all applicable Charges during temporary suspension/ discontinuation of Services. Reconnection of the Services shall be at a cost, as decided by the Company from time to time. The Subscriber shall be liable to pay all Charges for reconnection of the Services, as notified by the Company from time to time.

k. Variation- The Company shall be entitled to change, vary and modify the Service or Service Equipment which may result in upward revisions in any/ all Tariff and/or Charges, withdraw discounts, increase surcharges, etc. at any time in its sole discretion for one, more or all of its Subscribers.

l. The Tariff / Charges are based on prevailing regulations, interconnect regime and interconnect arrangements entered into with other telecom & Internet service providers at the time of entering into the Agreement. In case of any change in such arrangements, the Company may impose additional applicable Charges.

m. Subscriber shall pay all the costs of collection of dues and legal expenses along with interest in case the Company has to refer the matter to a collection agency or to legal recourse to enforce payment.

n. Disputes in Billing & Payment: In case Subscriber disputes any Invoice or part of an Invoice, Subscriber shall within seven (7) Business Days from the date of such Invoice, deliver a notice in writing to the Company setting out the nature of the dispute. Such notice shall in particular contain the following information: (a) date and number of disputed Invoice; (b) amount in dispute; (c) reason for dispute; and (d) supporting documentation as appropriate. If Company does not receive any notice of dispute from Subscriber within such stipulated period, Subscriber shall be deemed to have accepted the Charges on the Invoice as being correct. Should Subscriber dispute the Charges on the Invoice, Subscriber shall pay in the first instance all Charges including disputed amount, upon the Due Date, and the Company will, upon resolution of the dispute settle any over payment, if any, in the form of a credit in the next Invoice.

o. Taxes: All Taxes present and future and any other additional Tax/ cess /duty levied by Authorities shall be to the account of Subscriber.

5. Rights and Obligations of the company

a. In performing its obligations under this Agreement, the Company shall at all times exercise reasonable skill and care of a telecommunications service provider and will ensure that it complies with the Applicable Law while provisioning the Services.

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b. Except as expressly set forth in this Agreement all warranties, representations or agreements with respect to the provision of the Service, Service Equipment or otherwise, whether in oral or in writing and whether express or implied, either by operation of law, statutory or otherwise, are hereby expressly excluded to the extent permitted under Applicable Law. The Company shall not be liable for any act of commission or omission of any third party/ supplier/ manufacturer / agency/ company offering any privilege or benefits to Subscriber without express permission or authority of the Company with reference to the Service or Service Equipment.

c. Assignment- The Company reserves the right to transfer or assign and /or delegate any and all or part of its rights and obligations hereunder (a) to any Provisioning Entity, (b) pursuant to any sale or transfer of all or a substantial portion of the assets or business of the Company, or (c) pursuant to any financing, merger, or re-organisation of the Company, or (d) in its business/commercial interests and in line with Applicable Law. Such transfer/ assignment shall release the Company from all liabilities under the Agreement.

d. Disclosure- Privacy of communication is subject to Applicable Law and the terms of the License. The Company may be required to disclose any information or particulars pertaining to the Subscriber to any Authority, including but not limited to any security agencies and reserves the right to comply with the directions of such Authorities at its discretion and without intimating the Subscriber.

e. The Company reserves the right to refuse any request by the Subscriber to transfer /relocate the Service Equipment to an alternate Subscriber Premise and is not obliged to furnish any reasons for such refusal. In case Company consents to such transfer/ relocation of Service Equipment, the Subscriber shall furnish fresh particulars with respect to the alternate Subscriber Premise and pay all Charges to the Company in respect of the transfer relocation.

f. Access- The Company, its agents or franchisees shall be allowed free access to the Subscriber Premises to remove the Service Equipment in case of termination, discontinuation or suspension of the Service.

g. As per the regulations of telecom authority, if the mobile number mentioned in subscriber registration form is registered under National Do Not Call (NDNC) registry, you will not receive SMSs from LMES. By signing this form you explicitly agree and give your consent to receive SMS communication irrespective of your mobile number registration under NDNC registry. LMES or its SMS service provider/partners will not be liable for any legal or monetary arising out of these regulations.

h. Subscriber shall not host, display, upload, modify, publish, transmit, update or share any information that

1. belongs to another person and to which the subscriber does not have any right to;
2. Is grossly harmful, harassing, blasphemous defamatory, obscene, pornographic, pedophilic, libelous, invasive of another's privacy, hateful, or racially, ethnically objectionable, disparaging, relating or encouraging money laundering or gambling, or otherwise unlawful in any manner whatever;
3. harm minors in any way;
4. infringes any patent, trademark, copyright or other proprietary rights;
5. violates any law for the time being in force;
6. deceives or misleads the addressee about the origin of such messages or communicates any information which is grossly offensive or menacing in nature;

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7. impersonate another person;
8. contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer resource;
9. threatens the unity, integrity, defence, security or sovereignty of India, friendly relations with foreign states, or public order or causes incitement to the commission of any cognizable offence or prevents investigation of any offence or is insulting any other nation.

6. Duties and Obligations of the Subscriber

Subscriber shall

- a. **Illegal Use:** Not use the Service for any improper, immoral, unlawful or abusive purpose or for sending obscene, indecent, threatening, harassing, unsolicited messages, which may cause any damage to the Company or any other person whomsoever and shall ensure that he/it and his/its employees, agents and persons using the Service through him/it comply with the above. Any such misuse shall under no circumstances be attributed to the Company and the Subscriber shall be solely responsible for such acts. The Subscriber shall not use the Service to gain access to any third party's information or websites or confidential information or do any act that may amount to breach of a third party's privacy.
- b. **Relocation:** Bear all additional costs and Charges of transfer/ relocation of Service Equipment or alteration /modification of Service or Subscriber Premises that may have accrued, due to circumstances beyond the reasonable control of the Company, if required to facilitate the provisioning of or maintaining continuity of any Service. Further, Company shall not be liable for any costs nor shall it be obliged to restore the Subscriber Premises to its original state in such cases of transfer/ relocation or alteration / modification.
- c. **Cooperation:** At its own expense provide such assistance to the Company and/or the Provisioning Entity as the Company may reasonably require to provide the Service. The Company shall not be responsible for delay in commissioning of Services on account of the Subscriber's failure to provide appropriate infrastructure at Subscriber Premises.
- d. **Access:** Permit the Company's employees /authorised representatives to inspect the Subscriber Premises prior to provision of Service, install, configure, maintain, inspect, test, modify and substitute the Service Equipment or CPE, as applicable, at all reasonable times.
- e. **Service Equipment-** Obtain all necessary municipal, statutory and other approvals from Authorities or any other entity from which such approval may be required for installation of Service Equipment at the Subscriber Premises.
- f. **Indemnify the Company** from all Charges, Taxes and such other duties that may be levied, or imposed by the Authorities or any third party or by Subscriber in respect of any Service Equipment installed at the Subscriber Premises.
- g. **In case the LMES owned Service Equipment is lost, misplaced or stolen,** the Subscriber shall inform the Company immediately and provide a copy of the FIR lodged for the lost, misplaced or stolen Service Equipment. Alternate Service Equipment will be provided and activated after receiving a fresh duly signed CAF from the Subscriber along with such Charges as the Company may impose. The Company shall not be liable in any manner for misuse of lost, misplaced or stolen Service

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Equipment or damage to the same.

- h. Forthwith return the LMES owned Service Equipment to the Company in the event the Company terminates the Service for any reason whatsoever or the Subscriber discontinues use of the Service.
- i. Undertake not to use the Service Equipment provided by the Company or any affiliate of the Company to procure the telecom services of any other telecom service provider.
- j. House the Service Equipment at Subscriber Premises in accordance with the Company's instructions as may be given from time to time and in a suitable environment as per prevailing standards; including specifically provision of secured space to install Service Equipment and provision of infrastructure and convenient access.
- k. Not move, modify, relocate or in any way interfere with the Service Equipment or the Network and not allow any co-mingling of the Service Equipment with CPE except to the extent approved by the Company;
- l. Not cause the Service Equipment to be repaired, serviced, or otherwise attended to except by an authorized representative of the Company;
- m. Provide adequate security to Service Equipment, and shall make good to the Company any loss or damage to the same arising due to acts of omission and /or commission on the part of the Subscriber or its users.
- n. Not create or allow any charges, liens, pledges or other encumbrances whatsoever to be created over the Service Equipment. Title to the Service Equipment shall at all times belong to and remain with the Company. The Company shall not be liable for any damage or liability or any delay or failure in provisioning of the Service as a result of any liens, charges or encumbrances that may exist over the CPE or Subscriber Premise.
- o. Subscriber must comply with all relevant security procedures and standards with respect to CPE that interfaces with the Service or Service Equipment and shall co-operate with the Company in respect of the same including providing any assistance that may be required in configuration or modification of CPE as may be necessary to provide the Service.
- p. Be responsible for procurement, maintenance, compatibility and performance of CPE.
- q. Personal Injury: Be responsible and liable for any personal injury, death or tangible property loss arising at the Subscriber Premises resulting from negligent acts of omission or commission of the Subscriber, its employees and agents.
- r. Compliance with Applicable Law: Subscriber and its users shall comply with all Applicable Law, the relevant provisions of the License, and the terms and conditions of the Agreement of the Company and /or a Provisioning Entity, when using the Service or Service Equipment.
- s. Not use the Service for or allow any connection to a Public Switch Telecommunication Network from Subscriber Premises. In the event Subscriber breaches the provisions of this clause its liability shall be unlimited as regards liquidated damages and undertakes to indemnify the Company against all or any losses or damages of any kind whether direct, indirect, special, pecuniary, exemplary arising as a result thereof.
- t. Not terminate any third-party services on the Company's network.
- u. No assignment- Subscriber is not entitled to transfer or assign its obligations and liabilities under the Agreement to any other party under any circumstances without prior written permission of the Company. Any transfer affected in contravention of the express terms contained herein shall not absolve the Subscriber of its duty towards the Company in respect of Charges

7. Service Suspension

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a. Suspension. The Company may, at its sole discretion and without prejudice to any other right which it might have to terminate the Service, elect to suspend forthwith the provision of a Service until further notice if the Company:

1. Is entitled to issue a notice to terminate or to otherwise terminate a Service pursuant to force majeure condition.
2. Is obliged to comply with Applicable Law;
3. Needs to carry out emergency or planned works, any maintenance activity and/or planned outages to the Network or Service Equipment;
4. Has reasonable grounds to believe that the Service is being used fraudulently, illegally or in association with illegal activities or otherwise not in accordance with any Applicable Law; or
5. Has reasonable grounds to believe that Subscriber will not or is unable to pay any Charges that is due or is to fall due to the Company.
6. Requests the Subscriber to provide or increase the Security and Subscriber refuses or fails to do so within the stipulated time.
7. Determines that Service transmission is limited due to physical obstruction, geographic, topographic, hydrological, meteorological and other causes of radio interference or faults in other telecommunication networks to which the Network is connected.
8. Notifies the Subscriber of a Force Majeure Event.
9. Any discrepancies / wrong particular (s) furnished by the Subscriber in the CAF.

b. Without prejudice in case of any suspension due to failure to make payments by Subscriber, the Service shall not be re-connected till the Company realizes payment of all pending Charges.

c. During the period of such suspension the Subscriber shall continue to be liable for all applicable Charges.

d. If Company exercises its right to suspend the Service, whenever reasonably practicable, give prior notice of such suspension and use all reasonable efforts to resume the Service as soon as practicable.

e. In case of non-compliance with these terms and conditions along with the applicable rules and regulations, user agreement and privacy policy for access or usage of Service, the Company shall have the right to immediately terminate the access or usage rights of the Subscriber to the Service.

8. Refund Policy

All sales of service are final and there will be no refund or exchange permitted. Please be advised that you are responsible for the Recharge for and all charges that result from those purchases. The Company is not responsible for any purchase of Recharge for an incorrect account number.

However, in a case where a transaction has been completed by you on the Site, and money has been charged to your card or bank account but a Services has not delivered within 24 hours of your completion of the transaction then you may inform us by sending us an email or posting us a message. In such a scenario you will be entitled to a full refund. We request you to include in the email the following details - Recharge value, Transaction date and Order Number. We shall investigate the

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incident and if it is found that money was indeed charged to your card or bank account without delivery of service then you will be refunded the money within 7 working days from the date of the receipt of your email.

9. Limitation of Liability and Indemnification

- a. The liability of the Company for damages arising out of the provision or use of the Service, Service Equipment or failure to provide the Service or any matter hereunder including but not limited to mistakes, omissions, interruptions, delays, tortuous conduct or any representations, whether caused by acts of commission or omission shall be limited to the value of the Charges payable in the month in which the event giving rise to the liability occurred. The above shall be the sole remedy of the Subscriber.
- b. Company shall under no circumstances be liable to the Subscriber for any indirect, incidental, special, consequential, exemplary or punitive damages including but not limited to damages for any adverse impact on business, loss of profits or loss of revenue or any payments to third parties, whether or not arising out of provision of Service, Subscriber's use of, or inability to access any part of the Service, Service Equipment or Subscriber's use of information, services or merchandise provided on or through the Service and regardless of whether the Parties have been informed of the possibility of such damages.
- c. The Company shall not be liable to make any refunds whatsoever in case of non-utilisation of the Service or Service Equipment by the Subscriber for any reason.
- d. The Subscriber shall defend, indemnify and hold the Company harmless against any and all liabilities incurred such as losses, damages, costs and expenses and third party claims against the Company due to the following reasons;

1. Arising from any fraud or illegality in relation to or unauthorized use of the Services, Service Equipment or CPE by Subscriber or any third party or other person(s);
2. Against any intellectual property infringement claims in relation to use of Service Equipment or CPE to make use of the Service.
3. From any failure by Subscriber and/or its authorized users to comply with the provisions of the Agreement
4. From any failure by Subscriber to comply with Applicable Law or relating to content, information or data transmitted using the Services or relating to the provision of the Service.
5. From any and all claims for physical property damage, personal injury or wrongful death regardless of whether such claims arise out of the negligence or wilful misconduct of the Subscriber or its employees, agents, or contractors in connection with the use or provision of the Service.

10. Intellectual Property Rights

- a. The Company confirms that all corporate names, service marks, logos, trade names, trademarks, websites and domain names (collectively the "Company Marks") in respect of the Service and Service Equipment are and shall always remain the exclusive property of the Company and nothing in this Agreement shall grant the Subscriber the license to use, reproduce, or commercially exploit such

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Company Marks for any purpose. The Company confirms that all other intellectual property rights such as copyrights, patents or designs whether registered or not, that exist in any software, hardware or firmware provided along with Service or Service Equipment and all proprietary information, trade secrets and know how (collectively the "Company IPR") in respect of the Service, and Service Equipment are the exclusive property of or are provided to Subscriber under valid licenses by Company and/or its Affiliates(s) under the Applicable Laws. The Subscriber vide the Agreement is granted a non-transferable/ non assignable exclusive license to use such IPR that may exist in the Services and Service Equipment, provided that such permissive use shall in no way be deemed to construe or operate as a transfer or assignment of any right, title or interest, in any of the said IPR.

11. Termination

a. The Company may terminate the Service on the occurrence of one of the following events: (a) forthwith by notice if the Subscriber has committed a material breach of the Agreement which it fails to remedy within thirty (30) Business Days of having been notified of such breach; or (b) if the Subscriber has a receiver or an administrative receiver appointed over it or over any part of its undertaking or assets or passes a resolution for winding up (other than for the purpose of a bona fide scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction makes an order to that effect or (c) if the Subscriber becomes subject to an administration order or if it enters into any voluntary arrangement with its creditors or if it ceases or threatens to cease to carry on business, or undergoes or is subject to any analogous acts or proceedings under any Applicable Law.

b. due to non-payment of monthly charges by subscriber, as per the discretion of the Company.

c. due to business shutdown at any location, as per the discretion of the Company.

12. Force Majeure Neither Party will be liable for any delay or failure in performance under the Agreement resulting from acts beyond the control of such Party, including without limitation acts of God, acts or regulations of any Authorities or international authority, war or national emergency, whether declared or undeclared, terrorism, accident, fire, lightning, equipment failure, computer software malfunction or design defect, electrical grid/ power failure, telecommunication line or submarine cable failure, acts or omissions of other telecommunications providers, riots, strikes, lock-outs, industrial disputes (whether or not involving a Party's employees) or epidemics of infectious diseases ("Force Majeure Event").

13. Confidentiality

a. Commencing from the date of the Agreement and continuing for a period of 2 years from the expiry or termination of the Agreement, each Party will protect as confidential, and will not disclose to any third party, any Confidential Information. The Company may disclose Confidential Information to debt collection agencies, credit bureaus or professional advisers, Provisioning Entities or affiliates for the purposes of debt collection from Subscriber. The Parties will use Confidential Information only for the purpose of the Agreement. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving Party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes

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publicly known, through no wrongful act or omission of the receiving Party; (c) is received without restriction from a third party free to disclose it without obligation to the disclosing Party; (d) is developed independently by the receiving Party without reference to the Confidential Information, or (e) is required to be disclosed by law, regulation, court or governmental order provided that the disclosing party is notified of such requirement.

14. Data Protection and Privacy

Company shall take adequate measures of data protection and protection of privacy in respect of information and data regarding the Subscriber, its employees and end users as provided for under the License. This information and data ("Subscriber Data") may include, but not be limited to, nature or profile of data transmissions and other data gathered as part of providing the Service or necessary for the establishment, billing or maintenance of the transmission, data containing personal and/or private information, and other data provided to or obtained by the Company in connection with the provision of Service. Subscriber acknowledges and agrees that the Company may use, process and/or transfer Subscriber Data only (a) in connection with provisioning of Services; (b) to incorporate Subscriber Data into databases controlled by the Company for the administration, provisioning, billing and reconciliation, verification of Subscriber identity and solvency, maintenance, support and product development, fraud detection and prevention, sales, revenue and Subscriber analysis and reporting, and market and Subscriber use analysis; (c) to communicate to Subscriber information on products and services of the Company or its partners via voice, letter, facsimile or email from time to time and (d) to comply with Applicable Law.

15. Notices

a. The address for service of all notices in relation to any disputes shall be as under;

b. In case of notices to Company;

Plot No.510, 1st floor, Udyog Vihar Ph-5, Gurgaon-122016 In case of notices to the Subscriber, the same shall be sent to the Subscribers Central Billing Address as stated in the CAF or Registered place of business.

c. Any notice required or permitted to be given in writing hereunder will be in English, and sent via email, facsimile, overnight courier; hand delivery or certified/registered mail, to the Parties at the addresses set out in the CAF or such other addresses as may be specified by written notice.

16. Dispute Resolution

LMES has established "Two Tier Institutionalized Grievances Redressal Mechanism"

Details of consumer care numbers and appellate authority nominated by LMES for handling consumer Grievances are as under:

Customer Care Number: 18001806511

Customer Care E-Mail: expresswifi.lmes@gmail.com

Appellate Authority

Mr. Vinod Dhar

Plot No.510,1st Floor, Udyog Vihar, Ph-5

Gurgaon-122016 (Haryana)

Email: vinod@lmes.co.in

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17. Miscellaneous

- a. **Governing Law & Jurisdiction:** The validity, construction and performance of the terms and conditions of the Agreement shall be governed by, interpreted and construed in accordance with the Law of the Republic of India. The Parties hereto agree to submit to the exclusive jurisdiction of the courts at Delhi, India.
- b. **Unenforceable Provisions:** If any provision of the Agreement, is held by a court or any Authority to be invalid, void or unenforceable, the remainder of the Agreement will nevertheless remain legal, valid and enforceable.
- c. **No Amendments:** Save as specified herein, this Agreement shall be modified only by the written agreement by the Company's
- d. **Entire Understanding:** The Agreement expresses the entire understanding of the Parties and replaces any and all former agreements, understandings, solicitations, offers and representations relating to the
- e. **No Waiver:** Failure by either Party to exercise or enforce any right or benefit conferred by the Agreement, including the Company's right to deliver invoices in accordance with the relevant clause hereinabove shall not be deemed to be a waiver of any such right or benefit nor operate so as to bar the exercise or enforcement thereof or of any other right or benefit on any later occasion.
- f. **Principle to Principle:** Nothing in the Agreement and no action taken by the Parties pursuant to the Agreement will constitute or be deemed to constitute between the Parties, a partnership, association, joint venture, or other co-operative entity.
- g. **Continuity:** The provisions of this Agreement that by their very nature shall survive expiry or earlier termination of the Agreement shall remain in full force and effect after such expiry or termination.
- h. **LMES portal home page will have advertisements and promotions of third parties.** These product/services are not provided by LMES. The subscriber's legal relationship in respect of those products, services and that information shall be with such third party supplier to whom the product belongs.
- i. **LMES does not check or warrant the accuracy or completeness of the information or the suitability or quality of the products and services of the third parties.** Subscriber must make their own enquiries with the relevant third party supplier directly before relying on the third party information or entering into a transaction in relation to the third party products and services supplied via LMES Service. Subscriber should agree to the "terms and conditions" laid down by such third party.
- j. **LMES may receive fees and/or commissions from third parties for goods and services of such third parties displayed or made available on self care portal or website or accessible through a hyperlink on any of the above.**
- k. **If the Subscriber is using a promotional plan then T&C of that plan will be applicable.**